'SITE NAME One City Center

PCS SITE AGREEMENT

SIDE I

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 07/26/13

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership, the site described below:
[Check appropriate box(es)]
☐Real property consisting of approximately _____ square feet of land;
☒Building interior space consisting of approximately 150 square feet;
☒Building exterior space for attachment of antennas
☐Building exterior space for placement of base station equipment;
☐Tower antenna space;
☒Space required for cable runs to connect PCS equipment and antennas;
In the location(s) ("Site") shown on Exhibit A; together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Sprint Spectrum, source of electric and telephone facilities. The Site will be used by Sprint Spectrum for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. Sprint Spectrum will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") ~~Sprint Spectrum signs this Agreement~~. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless Sprint Spectrum provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Rent will be paid annually in advance beginning on the Commencement Date and on each anniversary of it. The annual rent will be [redacted], partial years to be prorated.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Sprint Spectrum is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Sprint Spectrum is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. Sprint Spectrum will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Sprint Spectrum may assign or sublet without Owner's prior written consent to any party controlling, controlled by or under common control with Sprint Spectrum or to any party which acquires substantially all of the assets of Sprint Spectrum.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

7. Improvements. Sprint Spectrum may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and date communications. Owner agrees to cooperate with Sprint Spectrum with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, Sprint Spectrum may remove its equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint Spectrum will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Sprint Spectrum will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint Spectrum desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment which results in technical interference problems with Sprint Spectrum's then existing equipment.

10. Utilities. Owner represents that utilities adequate for Sprint Spectrum's use of the Site are available. Sprint Spectrum will pay for all utilities used by it at the Site. Owner will cooperate with Sprint Spectrum in Sprint Spectrum's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. Sprint Spectrum may terminate this Agreement at any time by notice to Owner without further liability if Sprint Spectrum does not obtain all permits or other approvals (collective, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if Sprint Spectrum, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose. Upon termination, a

12. Default. If either party is in default u days following receipt of notice from the n which may be cured solely by the payment of notice from the non-defaulting party with solely by the payment of money, then, in pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and Sprint Spectrum each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys fees) and claims of liability or loss which arise out of the use and/or occupancy of the site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Sprint Spectrum shall not introduce or use any such substances on the Site in violation of any applicable law.

15. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Sprint Spectrum, Owner agrees promptly to execute and deliver to Sprint Spectrum a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B and C.

OWNER: Litchfield Tower Corp., as agent for
One City Center Assoc.

BY: David H. Libby 2
Its: Pres.
S.S./Tax No.: _____
___ See Exhibit A1 for continuation of Owner signatures
Address: P.O. Box 8784
Portland, ME 04104-8784
Date: 4/25/96

Sprint Spectrum L.P., a Delaware limited partnership
By: Steven Parsons 5/2/96
Its: Steven Parsons, Director
Address: 135 Commerce Way
Portsmouth NH 03801